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 Plaintiff in Pro se

UNITED STATES DISTRICT COURT

District of Nevada

Marcella Fox

Case No.: 2:24-cv-00047-CDS-NJK

Plaintiffs,

v.

Demand for Justice and Accountability:

Ryan Kovacs,

Unmasking Deceit, Negligence, and

Le Croque-Mitaine LLC,

Systemic Failures in Tenant Rights—A

Orange Realty Group LLC,

Comprehensive Fight Against Fraud,

Jason Mattson,

Emotional Distress, Breach of Contract,

HopeLink of Southern Nevada,

and Discrimination Under the Fair

Defendants.

Housing Act and Americans with

Disabilities Act.

JURY TRIAL DEMANDED

Judge: C.D.Silva

Date Action filed: 1/5/2024

Date set for trial:

Plaintiff complains of Defendants and for causes of action alleges:

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Demand for Justice and Accountability:

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1 **Preface:**

2 1. This document is meticulously prepared to adhere to relevant legal
3 standards and practices, ensuring that every claim and legal reference is substantiated
4 by appropriate citations. This rigorous approach is not just a formality; it is a critical
5 foundation for articulating the depth of the injustices faced by Marcella Fox and her
6 family. By including multiple sources wherever applicable, this document strives to
7 reinforce the arguments presented, providing a comprehensive understanding of the
8 issues at hand and the legal principles that underpin each cause of action.
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11 2. While every effort has been made to provide thorough information,
12 specific legal precedents and statutory references are incorporated to bolster the claims
13 herein. This document seeks to illuminate the complexities of this case, all while
14 adhering to procedural guidelines and best practices in legal writing.
15

16 **Introduction:**

17 3. Marcella Fox, a disabled tenant and devoted mother of five minor
18 children (four born before her most recent pregnancy), is not merely a litigant seeking
19 justice; she is a victim of appalling negligence and systematic abuse by her landlords.
20 This action arises from severe and ongoing violations of federal and state housing laws,
21 including the Fair Housing Act (FHA), the Americans with Disabilities Act (ADA), and
22 Section 504 of the Rehabilitation Act of 1973. The Defendants' reckless indifference to
23 their legal obligations has plunged Plaintiff and her children into a nightmare of
24 deplorable living conditions, endangering their health, safety, and very lives.
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1 4. On March 16, 2022, with hope and anticipation, Plaintiff entered into a
2 lease for the property located at 1405 Vegas Valley Dr., Apt. 305, Las Vegas, NV,
3 expecting to provide a safe haven for her family. Instead, she was met with a relentless
4 barrage of chronic flooding, toxic mold growth, and infestations of vermin—
5 transforming what should have been a home into a health hazard that threatened their
6 very existence. Despite her repeated and desperate pleas for repairs and reasonable
7 accommodations, the Defendants chose to turn a blind eye, allowing these dangerous
8 conditions to fester and multiply, with catastrophic consequences.

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11 5. The legal and ethical duty to maintain a habitable residence is clear and
12 unequivocal, yet the Defendants' callous inaction has not only exacerbated Plaintiff's
13 disabilities but also led to life-threatening complications during her pregnancy. Their
14 flagrant disregard for her rights has left her children vulnerable to unrelenting exposure
15 to hazardous conditions. Nevada law (NRS 118A.380 and NRS 118A.290) and federal
16 housing laws impose a fundamental duty on landlords to ensure a basic standard of
17 habitability, a duty the Defendants have violated with impunity.

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20 6. For months, Plaintiff's children were denied access to their own
21 bedroom, which was rendered uninhabitable due to severe water damage that stripped
22 the floors away, exposing only cold, unforgiving cement. Mold crept insidiously through
23 the walls, while vermin thrived unchecked, creating a veritable toxic environment.
24 Defendants failed to replace even the drywall they removed from the master bathroom,
25 leaving pipes exposed and further endangering the family's safety. Even as crime rates
26 surged in the area, Defendants neglected to provide basic security measures, such as
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1 adequate locking mechanisms on sliding doors, leaving Plaintiff and her children
2 exposed to external threats.

3 7. Throughout this harrowing ordeal, Plaintiff has meticulously documented
4 the conditions in her home, compiling over 100 photographs and multiple videos that
5 capture the extent of Defendants' gross negligence. These visual records starkly reveal
6 the hazardous conditions to which the family has been subjected, including:
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8 8. Flooding: Water gushing from broken pipes, inundating rooms and
9 destroying personal belongings.
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11 9. Water Damage: Saturated floors and crumbling walls, fostering further
12 mold growth and decay.

13 10. Infestations and Mold: Disturbing images of black mold and swarms of
14 vermin transforming the living space into a breeding ground for disease.
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16 11. Structural Damage: Evidence of shoddy repairs and incomplete
17 maintenance, exposing critical areas of the apartment to further decay and danger.
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19 12. The situation culminated in a shocking incident where Plaintiff sustained
20 lacerations from a broken window that Defendants failed to repair, all while she was
21 pregnant—a horrifying reminder of the danger lurking in her own home. The heating
22 and cooling systems were rendered non-functional, subjecting Plaintiff and her children
23 to extreme temperatures without respite. The kitchen sink sprayed water from a
24 cracked faucet, leading to further flooding and damage, while the non-functioning
25 dishwasher sat as a silent witness to Defendants' neglect. Plaintiff's efforts to keep her
26 family safe resulted in her slipping in puddles of water from ongoing plumbing issues,
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1 while her personal belongings—including clothing, electronics, and baby items—were
2 destroyed by the very environment meant to shelter them.

3 13. This environment of neglect was compounded by Defendants’ retaliatory
4 actions, including issuing false “warning notices” when Plaintiff rightfully sought
5 assistance—an egregious violation of her federal housing rights. The emotional toll of
6 enduring such horrific living conditions has been unbearable, leading to significant
7 anxiety, depression, and sleepless nights, all while living in fear for her children’s safety.
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9 14. In *Green v. Superior Court*, 10 Cal. 3d 616 (1974), the U.S. Supreme Court
10 established unequivocally that landlords must ensure habitable living conditions, ruling
11 that breaches of this implied warranty justify tenant recovery, especially when health
12 risks are involved. Likewise, in *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009), the court
13 firmly upheld the prohibition against landlord retaliation when tenants assert their
14 rights under the FHA. Plaintiff’s case aligns with these precedents—Defendants failed to
15 address hazardous conditions and retaliated against Plaintiff for asserting her rights.
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17 15. Defendants’ refusal to address the obvious and documented hazards
18 reflects a reckless disregard for the health and safety of Plaintiff and her children,
19 culminating in intentional infliction of emotional distress. The Nevada Supreme Court, in
20 *Medical Multiphasic v. Linnecke*, 95 Nev. 752, 602 P.2d 182 (1979), established that
21 landlords are liable for failing to maintain habitable conditions. Defendants went
22 beyond mere neglect; they knowingly subjected Plaintiff to conditions that exacerbated
23 her disabilities and threatened her pregnancy, putting both her and her children’s lives
24 at grave risk.
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1 **PARTIES**

2 16. Plaintiff:

3 17. Marcella Fox is a courageous and resilient disabled individual currently
4 residing in Orange County, California. She brings this action pro se, standing as her own
5 advocate in a quest for justice against the appalling neglect she and her children have
6 suffered. As a person with disabilities, Plaintiff is entitled to critical protections under
7 federal and state housing laws, including the Fair Housing Act (FHA) and the Americans
8 with Disabilities Act (ADA). On March 16, 2022, Marcella entered into a lease agreement
9 for the residential property located at 1405 Vegas Valley Dr., Apt. 305, Las Vegas, NV,
10 with the reasonable expectation of a safe and habitable living environment. Instead, she
11 was thrust into a nightmare of chronic flooding, rampant mold growth, and severe
12 vermin infestations—conditions that transformed her home into a dangerous health
13 hazard. These deplorable circumstances ultimately forced Marcella to vacate the
14 property in March 2024, inflicting significant emotional trauma and substantial financial
15 losses, including the loss of her ability to earn a living as a licensed real estate agent,
16 further deepening her family's struggles.

17 18. Defendants:

18 19. Ryan Kovacs: The sole owner of the property at 1405 Vegas Valley Dr.,
19 Apt. 305, Las Vegas, NV. As the property owner, Mr. Kovacs bears a critical legal and
20 ethical responsibility to ensure that the premises are maintained in a habitable
21 condition, compliant with all applicable federal, state, and local housing laws. His failure
22 to address the ongoing health and safety threats posed to Plaintiff and her children
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1 represents a flagrant breach of his obligations as a landlord, leading to devastating
2 consequences for their well-being and safety.

3 20. Le Croque-Mitaine LLC: A Nevada limited liability company that owns the
4 aforementioned property. This legal entity is bound to adhere to essential housing
5 standards that guarantee tenant safety and comfort. The company's callous neglect in
6 responding to urgent repair requests has severely worsened the living conditions for
7 Plaintiff, rendering the property not just uninhabitable but a threat to the health and
8 safety of her family.
9

10 21. Orange Realty Group LLC: A Nevada real estate management company
11 tasked with managing the property on behalf of the owner. Entrusted with overseeing
12 daily operations, including maintenance and tenant relations, this organization failed to
13 meet its fundamental responsibilities. By ignoring the numerous and urgent issues
14 reported by Plaintiff, Orange Realty Group LLC neglected its duty to provide a safe living
15 environment, directly compromising the quality of life and health of its tenants.
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17 22. Jason Mattson: The owner of Orange Realty Group LLC. In his capacity,
18 Mr. Mattson has a fiduciary duty to ensure that the company adheres to all legal
19 requirements and industry standards regarding property management. His gross
20 oversight regarding the company's operations—including the failure to implement
21 necessary repairs and maintain open lines of communication with tenants—has
22 significantly contributed to the hazardous conditions experienced by Plaintiff,
23 intensifying her suffering and sense of helplessness.
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1 23. HopeLink of Southern Nevada: A nonprofit organization dedicated to
2 facilitating housing services and advocacy for individuals with disabilities. As a recipient
3 of federal funding, HopeLink is mandated to comply with the Rehabilitation Act and
4 other disability rights laws. By failing to ensure that Plaintiff was placed in a suitable and
5 habitable living environment, HopeLink has tragically failed in its mission to advocate for
6 and support disabled individuals, thereby compounding the distress and hardship faced
7 by Plaintiff and her family.

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10 **JURISDICTION AND VENUE:**

11 24. Jurisdiction: This Court has subject matter jurisdiction under 28 U.S.C. §
12 1331, as this action involves federal questions under the Fair Housing Act (42 U.S.C. §§
13 3601-3619), the Americans with Disabilities Act (42 U.S.C. §§ 12101-12213), and the
14 Rehabilitation Act of 1973 (29 U.S.C. § 794). Supplemental jurisdiction over the state law
15 claims is invoked under 28 U.S.C. § 1367.

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17 25. Venue: Venue is proper in this Court under 28 U.S.C. § 1391 because the
18 Defendants reside and conduct business in Nevada, and the property where the events
19 giving rise to the claims occurred is located in Las Vegas, Nevada.

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21 **FACTUAL ALLEGATIONS:**

22 26. Plaintiff's Vulnerability and Status: Plaintiff, Marcella Fox, is a disabled
23 individual, and under the Fair Housing Act (FHA), the Americans with Disabilities Act
24 (ADA), and Section 504 of the Rehabilitation Act, she is entitled to protections that
25 guarantee equal access to safe housing and reasonable accommodations. As a pregnant
26 woman and mother of five minor children (four of whom were born before her most
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1 recent pregnancy), Plaintiff was in an especially vulnerable position. The law demands
2 that tenants, especially those in such positions of vulnerability, are provided safe,
3 habitable living conditions—a standard that Defendants grossly failed to meet.
4

5 27. Lease Agreement: On March 16, 2022, Plaintiff signed a lease for the
6 property located at 1405 Vegas Valley Dr., Apt. 305, Las Vegas, NV. This agreement was
7 made under the legal expectation that Defendants—Le Croque-Mitaine LLC, Ryan
8 Kovacs, Jason Mattson, and Orange Realty Group LLC—would uphold their legal duty to
9 provide a habitable, safe environment in compliance with federal, state, and local
10 regulations. The reality was a far cry from what was promised; Defendants' neglect
11 quickly turned the apartment into a dangerous and uninhabitable environment, causing
12 significant physical, emotional, and financial harm to Plaintiff and her children.
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15 28. False Assurance by HopeLink: HopeLink of Southern Nevada, a nonprofit
16 organization dedicated to assisting individuals with disabilities, facilitated Plaintiff's
17 rental. HopeLink assured Plaintiff that the property met safety and habitability
18 standards, offering Plaintiff a sense of security. However, Plaintiff's trust was misplaced,
19 as the conditions of the property deteriorated rapidly, subjecting her and her family to
20 unsafe living conditions that directly compromised their health.
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22 29. Hazardous Living Conditions: The property became riddled with severe
23 health hazards that no family, let alone a disabled, pregnant woman with children,
24 should be forced to endure. The apartment was plagued by chronic plumbing failures,
25 standing water, and infestations of insects and vermin. Most horrifyingly, Plaintiff
26 suffered a severe spider bite that led to sepsis, a life-threatening infection. The infection
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1 required emergency surgery, causing abscesses to form under her arms that needed
2 draining. This occurred during a critical stage of her pregnancy, compounding her
3 physical and emotional suffering. These living conditions were not only unsafe but also
4 mentally and emotionally devastating, forcing Plaintiff to constantly fear for her life, the
5 health of her unborn child, and the safety of her children.
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7 30. Physical Injuries: The ongoing neglect by Defendants directly contributed
8 to multiple physical injuries. On one occasion, Plaintiff sustained lacerations from a
9 broken window that Defendants failed to repair despite being notified. Additionally,
10 Plaintiff slipped on puddles of water caused by the persistent plumbing leaks, further
11 aggravating her pre-existing disabilities. These injuries, while serious, were only the
12 physical manifestations of the broader emotional harm caused by living in such
13 dangerous conditions.
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15 31. Heating and Cooling System Failures: Throughout Plaintiff's tenancy, the
16 heating and cooling systems never functioned properly, subjecting her family to
17 extreme temperatures. Plaintiff made numerous requests for repairs, yet Defendants
18 ignored these pleas, forcing Plaintiff and her children to endure unbearable living
19 conditions in both the summer heat and winter cold, adding to their distress and
20 fatigue.
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22 32. Broken Appliances and Further Neglect: The apartment's appliances were
23 not only in disrepair but posed additional health risks. The kitchen sink shot water from
24 a crack in the faucet, flooding the kitchen area where a non-functioning dishwasher had
25 been installed. Defendants made no effort to replace or repair these critical fixtures,
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1 further contributing to the unsafe, unsanitary conditions in which Plaintiff and her
2 children were forced to live.

3 33. Security Failures: Despite being aware of high crime rates in the area,
4 Defendants failed to address basic security needs, such as installing a proper locking
5 mechanism on the sliding doors. This blatant neglect left Plaintiff and her children living
6 in constant fear for their safety. The Defendants' disregard for their tenants' physical
7 safety was evident at every turn, exposing Plaintiff and her children to the constant
8 threat of break-ins and other criminal activities.
9

10 34. Health Risks to Plaintiff's Children: Defendants' failure to provide basic
11 habitability also endangered Plaintiff's five minor children. For months, they were
12 unable to access their bedroom due to water damage that forced the removal of
13 flooring, leaving the cement foundation exposed. The mold growth exacerbated the
14 children's respiratory issues, while the persistent presence of vermin created a
15 traumatic, stressful environment. Defendants' failure to act jeopardized not just
16 Plaintiff's health but the very well-being of her children, who were made to live in
17 squalor.
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19 35. Emotional and Financial Harm: Beyond physical injuries, the emotional
20 toll on Plaintiff was devastating. Living in constant fear of harm, Plaintiff experienced
21 severe anxiety, depression, and sleep disturbances. The financial impact was also
22 catastrophic. Plaintiff's personal property—including clothing, electronics, and baby
23 items—was repeatedly damaged by the flooding caused by the plumbing failures.
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1 Moreover, as a licensed real estate agent, Plaintiff was unable to work due to the strain
2 and stress of living in such dire conditions, resulting in substantial financial losses.

3 36. Repeated Notification of Issues: Plaintiff promptly and repeatedly
4 notified Defendants of these hazardous conditions through documented written
5 correspondence, emails, and verbal communications. On several occasions, Plaintiff
6 explicitly requested urgent repairs, citing immediate health risks posed by the
7 unaddressed plumbing issues, infestations, and mold growth. Defendants' failure to take
8 meaningful action, despite these numerous warnings, illustrates their blatant disregard
9 for Plaintiff's well-being.
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11 37. Neglect of Repairs and Requests for Accommodations: Despite Plaintiff's
12 efforts, Defendants exhibited a consistent pattern of neglect. Their inaction worsened
13 the unsafe conditions in the property and directly aggravated Plaintiff's existing medical
14 conditions. Pregnancy complications intensified due to the unresolved health hazards,
15 while Plaintiff's mental health suffered due to the Defendants' indifference. Each day
16 the repairs went ignored, Defendants further endangered Plaintiff and her family.
17

18 38. Failure to Provide Reasonable Accommodations: Under the FHA, ADA,
19 and Section 504, Plaintiff was legally entitled to reasonable accommodations to ensure
20 the habitability of her living environment. Despite multiple good-faith requests for
21 repairs and accommodations, Defendants refused to engage in the interactive process
22 required by law. Their refusal left Plaintiff exposed to ongoing health risks, especially
23 during her pregnancy, compounding her physical injuries and emotional distress.
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39. Retaliation and Harassment: Rather than address Plaintiff's legitimate concerns, Defendants retaliated against her. When Plaintiff asserted her legal rights and made requests for accommodations, Defendants responded by issuing false "warning notices" and delaying or outright ignoring her communications. These actions were not only unlawful but also cruel, creating an increasingly hostile living environment. The Defendants' callous indifference ultimately forced Plaintiff to vacate the property to protect her health and the health of her unborn child.

40. Economic Devastation: Defendants' retaliatory actions and persistent neglect resulted in substantial financial harm. Unable to work due to the ongoing physical and emotional strain, Plaintiff suffered significant financial losses, including the loss of potential income as a licensed real estate agent. The compounding stress of poverty, worsened by the hazardous conditions, created a vicious cycle of emotional distress and economic strain that severely impacted Plaintiff's quality of life.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

Breach of Implied Warranty of Habitability

(Against All Defendants)

41. Legal Basis: Under Nevada law (NRS 118A.380 and NRS 118A.290), landlords are legally bound to maintain habitable living conditions. This duty is not a mere formality, but a fundamental responsibility to ensure that all tenants—especially those who are disabled or pregnant—are provided with a safe, sanitary, and livable environment. Failure to meet these obligations exposes landlords to liability for any

1 harm caused to tenants by dangerous, uninhabitable conditions. Defendants, through
2 willful neglect, failed to meet this most basic duty, thereby subjecting Plaintiff and her
3 five children to unimaginable living conditions that threatened their health, safety, and
4 emotional well-being.
5

6 42. Claim: Defendants' actions and inactions constitute a clear breach of the
7 implied warranty of habitability. Rather than addressing the dangerous conditions—
8 including chronic plumbing failures, hazardous mold growth, and vermin infestations—
9 Defendants allowed these problems to persist, creating an environment that was
10 entirely unfit for human habitation. These unsafe conditions caused severe and ongoing
11 harm to Plaintiff's health, particularly exacerbating her pregnancy complications and her
12 disability, leading to immense mental anguish and physical suffering. The stress and
13 anxiety caused by living in such squalor during pregnancy amplified the risks to her
14 unborn child, creating a constant state of fear for her family's safety. This breach is not
15 just a matter of legal liability, but one of moral negligence, as Defendants disregarded
16 the humanity and dignity of their tenants in pursuit of profit.
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20 43. Case Law: Medical Multiphasic v. Linnecke, 95 Nev. 752, 602 P.2d 182
21 (1979): Held that landlords must provide habitable conditions and can be held liable for
22 failing to do so, especially when tenants suffer health consequences.
23

24 44. Green v. Superior Court, 10 Cal. 3d 616 (1974): Established that landlords'
25 failure to meet habitability standards directly gives tenants the right to recover damages
26 for harm caused by unsafe living conditions, particularly when health risks are involved.
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1 45. Marbury v. Madison, 5 U.S. 137 (1803): Underscored that individual rights
2 must be enforced, including the right to safe, habitable housing—a right that Plaintiff
3 and her children were unequivocally denied.
4

5 46. Hoffman v. L & M Enterprises, LLC, 123 Nev. 1145, 173 P.3d 1284 (2007):
6 Reinforced the principle that landlords must provide habitable conditions, particularly
7 for vulnerable tenants, such as pregnant women and disabled individuals, emphasizing
8 that failing to do so is a gross violation of tenant rights.
9

10 **SECOND CAUSE OF ACTION**

11 **Negligence Per Se**

12 **(Against All Defendants)**

13 47. Legal Basis: Federal housing laws such as the Fair Housing Act (FHA) and
14 the Americans with Disabilities Act (ADA) exist to protect individuals like Plaintiff from
15 discriminatory housing practices and dangerous living conditions. These laws are not
16 mere guidelines but mandatory protections designed to ensure that disabled tenants
17 and pregnant women have the same right to safe housing as anyone else. Under the
18 doctrine of negligence per se, when a defendant violates a law that is meant to protect
19 a specific class of individuals, that violation constitutes negligence in and of itself.
20 Defendants violated these crucial statutes, thereby breaching their duty to Plaintiff and
21 causing profound physical, emotional, and financial harm.
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25 48. Claim: By ignoring federal laws meant to safeguard tenants from harm,
26 Defendants' actions amounted to negligence per se. Their refusal to maintain habitable
27 conditions, despite repeated pleas from Plaintiff, directly led to serious physical harm—
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1 including infections and injuries caused by unsafe conditions—and emotional trauma
2 that made it impossible for Plaintiff to work or live in peace. The failure to address the
3 chronic plumbing leaks, mold infestations, and vermin resulted in conditions that
4 devastated Plaintiff's health and left her suffering from anxiety, depression, and fear
5 throughout her pregnancy. Defendants had a clear legal duty to act, yet their reckless
6 disregard for the law and for human life allowed these hazards to persist. By creating an
7 environment of filth, fear, and suffering, Defendants flouted the law and devastated
8 Plaintiff's physical and emotional health.
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11 49. Case Law:McCurry v. Chevy Chase Bank, FSB, 233 P.3d 861 (2010): Held
12 that violations of statutory tenant protections can form the basis of negligence per se
13 claims, reinforcing that failure to maintain habitable housing violates the law.
14

15 50. Patterson v. McLean Credit Union, 491 U.S. 164 (1989): Affirmed that
16 housing discrimination and unsafe conditions targeted at protected classes are
17 actionable under federal law, underscoring the importance of enforcing housing rights.
18

19 51. Gordon v. State Farm Mutual Automobile Insurance Co., 648 N.E.2d 408
20 (Ill. 1995): The court ruled that violations of safety statutes create a basis for negligence
21 per se, a principle applicable to housing laws that are specifically designed to protect
22 vulnerable tenants.
23

24 52. Green v. Superior Court, 10 Cal. 3d 616 (1974): Reaffirmed that violations
25 of housing laws intended to protect tenant safety are actionable under negligence per
26 se, setting a legal precedent for holding landlords accountable for unsafe living
27 conditions.
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1 **THIRD CAUSE OF ACTION**

2 **Retaliation under the Fair Housing Act**

3 **(Against All Defendants)**

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5 53. Legal Basis: Under 42 U.S.C. § 3617, it is a federal crime to retaliate
6 against any person for asserting their rights under the Fair Housing Act (FHA). This
7 protection ensures that tenants, particularly disabled individuals and those in vulnerable
8 positions, can advocate for their basic right to safe, habitable living conditions without
9 fear of reprisal. Defendants' retaliatory actions following Plaintiff's legitimate requests
10 for reasonable accommodations not only violated the FHA but also exemplified a callous
11 disregard for her health and safety.
12

13 54. Claim: After Plaintiff asserted her legal rights by requesting that
14 Defendants make the necessary repairs to the apartment, Defendants engaged in
15 malicious retaliation. Rather than addressing the severe hazards in the apartment, they
16 responded by issuing false warning notices, further neglecting repairs, and creating an
17 environment that was hostile, intimidating, and unbearable for Plaintiff and her family.
18 Defendants' retaliation was a deliberate attempt to punish Plaintiff for exercising her
19 rights. This retaliation worsened the already unsafe conditions in her home, amplifying
20 her emotional distress and making her fear for her unborn child's health. Retaliation of
21 this nature is not just illegal, but morally reprehensible, as it seeks to silence those who
22 advocate for their right to live safely.
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1 55. Case Law: Bloch v. Frischholz, 587 F.3d 771 (7th Cir. 2009): Reaffirmed
2 that retaliation against tenants for asserting their rights under the FHA is strictly
3 prohibited, providing a clear precedent for Plaintiff's claims.
4

5 56. Yee v. Weiss, 110 Nev. 657 (1994): The Nevada Supreme Court confirmed
6 that tenants who face retaliatory conduct after asserting their legal rights have clear
7 grounds for legal recourse, supporting Plaintiff's claim of unlawful retaliation.
8

9 57. Jackson v. Birmingham Board of Education, 544 U.S. 167 (2005): This
10 Supreme Court case established that retaliation for asserting statutory rights is illegal,
11 underscoring the necessity of protecting individuals who assert their rights.
12

13 58. Mason v. Baird, 78 F.3d 248 (2d Cir. 1996): Supported the view that
14 retaliation claims under the FHA are actionable, providing Plaintiff with strong legal
15 precedent to assert her retaliation claim against the Defendants.
16

17 **FOURTH CAUSE OF ACTION**

18 **Constructive Eviction**

19 **(Against All Defendants)**

20 59. Legal Basis: Constructive eviction arises when a landlord's egregious
21 neglect makes a rental unit uninhabitable, forcing the tenant to leave involuntarily to
22 preserve their health and safety. Under Nevada law, tenants may vacate the premises
23 without liability if a landlord's reckless disregard for habitability renders the property
24 unsafe for occupancy. This protection is critical for vulnerable tenants, especially those
25 who are pregnant or disabled, as unsafe living conditions can have catastrophic
26 consequences on their well-being. Defendants' gross negligence in maintaining
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1 Plaintiff's residence transformed it into a place of unrelenting danger rather than a
2 home.

3 60. Claim: Defendants' persistent refusal to address dangerous and life-
4 threatening conditions—such as chronic leaks, toxic mold, and severe infestations of
5 vermin—constitutes a constructive eviction. These hazards devastated Plaintiff Marcella
6 Fox's home, forcing her to flee from her own residence, not out of choice, but out of
7 desperation to protect herself and her unborn child. The property became so unsafe
8 that Plaintiff was faced with the impossible decision of enduring life-threatening risks or
9 leaving the home where she should have felt safe. The trauma of losing her home—
10 during a pregnancy already fraught with health challenges—inflicted severe emotional
11 distress and worsened her existing disabilities. On top of this, Plaintiff endured crippling
12 financial hardship, as she was forced to leave her home and forgo her ability to work as
13 a licensed real estate agent, robbing her of her livelihood. This was not just a loss of
14 property—this was a violation of Plaintiff's most basic human rights.

15 61. Case Law: *Yee v. Weiss*, 110 Nev. 657, 661 (1994): The Nevada Supreme
16 Court affirms that when a property becomes uninhabitable due to landlord neglect,
17 tenants have the right to vacate without liability, establishing a powerful precedent for
18 Plaintiff's claim of constructive eviction.

19 62. *Mason-McDuffie Real Estate, Inc. v. Villa Fiore Development, LLC*, 130
20 Nev. Adv. Op. 83 (2014): This ruling emphasizes the need for tenant notification and
21 reasonable repairs, reinforcing that once notified, the onus is on the landlord to make
22 repairs or face liability for constructive eviction.

1 63. Marbury v. Madison, 5 U.S. 137 (1803): This foundational case
2 underscores the judiciary's role in enforcing individual rights, such as the right to a safe
3 and habitable home, without which Plaintiff was deprived of the security and peace of
4 mind she deserved.
5

6 64. Green v. Superior Court, 10 Cal. 3d 616 (1974): Established that tenants
7 have the right to claim constructive eviction when a landlord's failure to maintain
8 habitable living conditions forces tenants out of their homes, mirroring the situation
9 faced by Plaintiff.
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11 **FIFTH CAUSE OF ACTION**

12 **Breach of the Covenant of Quiet Enjoyment**

13 **(Against All Defendants)**
14

15 65. Legal Basis: The covenant of quiet enjoyment is a sacred right embedded
16 in every residential lease, guaranteeing tenants the peaceful use of their home without
17 undue interference or disturbance by the landlord. When landlords fail to provide
18 habitable conditions, their actions or inactions can destroy the tenant's ability to safely
19 occupy the space they call home. The covenant of quiet enjoyment ensures that
20 tenants, particularly those who are disabled or pregnant, can live in their homes without
21 fear of dangerous hazards or constant disruptions to their health and safety. By
22 neglecting to maintain basic habitability, Defendants shattered Plaintiff's right to quiet
23 enjoyment.
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25 66. Claim: Defendants' failure to act on the dangerous living conditions in
26 Plaintiff's home, despite repeated warnings, amounted to a clear breach of the
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1 covenant of quiet enjoyment. The toxic mold, plumbing failures, and infestations of
2 vermin were not mere inconveniences—they were life-threatening hazards that
3 transformed Plaintiff’s home into a place of fear, disease, and danger. Instead of
4 offering peace and security, Plaintiff’s home became a source of unrelenting stress,
5 exacerbating her disabilities and creating overwhelming anxiety about the health of her
6 unborn child. The constant distress robbed Plaintiff of her ability to enjoy even the most
7 basic comforts of home. Defendants’ gross negligence turned Plaintiff’s home into a
8 nightmare, forcing her to endure conditions that no tenant should ever have to face,
9 particularly during pregnancy. This breach caused immense emotional trauma,
10 compounded by the financial strain of losing her ability to focus on her career as a
11 licensed real estate agent due to the psychological burden of living in such unsafe
12 conditions.
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15
16 67. Case Law: *Nativi v. Deutsche Bank Nat’l Trust Co.*, 223 Cal.App.4th 261
17 (2014): This case affirms the tenant’s right to peaceful occupancy, highlighting that
18 substantial interference with this right by a landlord’s neglect breaches the covenant of
19 quiet enjoyment.
20

21 68. *Kozlowski v. Gibbons*, 100 Nev. 488, 686 P.2d 248 (1984): The Nevada
22 Supreme Court underscores the landlord’s duty to ensure the covenant of quiet
23 enjoyment, confirming that failure to provide habitable living conditions constitutes a
24 breach.
25

26 69. *Eagle v. Mowry*, 135 Cal. App. 4th 1188 (2006): Recognized that when a
27 landlord’s actions or inactions make the property unlivable, tenants have the right to
28

1 hold them accountable for the substantial interference with their right to quiet
2 enjoyment.

3 70. Hoffman v. State of New York, 19 N.Y.2d 633, 227 N.E.2d 873 (1967):

4
5 Further established that tenants are entitled to use their property without unwarranted
6 disturbances, reinforcing the legal framework that protects tenants from breaches of
7 this covenant.

8 **SIXTH CAUSE OF ACTION**

9 **Violation of Section 504 of the Rehabilitation Act**

10 **(Against HopeLink of Southern Nevada)**

11
12 71. Legal Basis: Section 504 of the Rehabilitation Act mandates that entities
13 receiving federal financial assistance, like HopeLink, must ensure nondiscriminatory
14 access to safe and habitable housing for individuals with disabilities. These entities are
15 required to provide reasonable accommodations to disabled tenants and engage in a
16 meaningful interactive process to address their specific needs. The law does not merely
17 suggest fairness—it demands it. By neglecting these legal obligations, HopeLink’s failure
18 to provide reasonable accommodations directly violated Plaintiff’s rights under Section
19 504, subjecting her to conditions that worsened her disabilities and put her pregnancy in
20 grave danger.

21
22 72. Claim: HopeLink’s actions—or more accurately, inactions—amount to a
23 blatant violation of Section 504. By placing Plaintiff in a rental unit that was
24 uninhabitable and failing to provide the accommodations necessary to safeguard her
25 health, HopeLink effectively abandoned its duty to protect one of society’s most
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1 vulnerable individuals. The persistent plumbing issues, rampant mold, and vermin
2 infestations created a living environment that was not only unsafe but actively
3 dangerous to Plaintiff's disability and pregnancy. HopeLink failed to engage in the
4 required interactive process and ignored Plaintiff's pleas for help, leaving her to suffer in
5 silence while her health deteriorated. The constant fear and stress of living in these
6 conditions worsened Plaintiff's emotional and physical health, leading to complications
7 that irreparably harmed her well-being and left her in crippling emotional distress. This
8 was not just a failure of procedure—this was a failure of humanity.
9
10

11 73. Case Law: *Alexander v. Choate*, 469 U.S. 287 (1985): This landmark case
12 outlines the standard for reasonable accommodation, affirming that entities receiving
13 federal funding must ensure accessibility and safety for disabled individuals in all
14 aspects of their operations, including housing.
15

16 74. *McGee v. U.S. Department of Education*, 740 F.2d 982 (1984): Reinforces
17 the legal necessity of providing reasonable accommodations in housing for disabled
18 individuals, underscoring that such accommodations are essential to ensuring safe and
19 accessible living.
20

21 75. *Parker v. Universidad de Puerto Rico*, 225 F.3d 1 (1st Cir. 2000): Highlights
22 the importance of the interactive process, underscoring the duty of entities like
23 HopeLink to actively communicate with tenants to meet their specific needs.
24

25 76. *Reed v. Columbia University*, 2007 WL 1795075 (S.D.N.Y. 2007): Affirms
26 that failure to provide reasonable accommodations for disabled tenants constitutes
27
28

1 discrimination, particularly when it exacerbates the tenant's existing disabilities, exactly
2 as occurred with Plaintiff.

3 **SEVENTH CAUSE OF ACTION**

4 **Intentional Infliction of Emotional Distress (IIED)**

5 **(Against All Defendants)**

6
7 77. Legal Basis: Intentional infliction of emotional distress (IIED) occurs when
8 a defendant's conduct is extreme and outrageous, specifically aimed at causing severe
9 emotional distress to the plaintiff. This tort recognizes the devastating psychological
10 effects of such conduct, particularly when the defendant's actions are deliberately
11 harmful. In this case, the Defendants' actions represent not just negligence but a callous
12 disregard for the humanity of Plaintiff, Marcella Fox.
13

14
15 78. Claim: Defendants engaged in outrageous conduct by knowingly
16 subjecting Plaintiff to intolerable living conditions that included chronic plumbing
17 failures, pervasive mold growth, and severe infestations of vermin. Despite being
18 repeatedly notified of these hazardous conditions and requesting necessary repairs,
19 Defendants willfully ignored Plaintiff's pleas for help, demonstrating a clear intent to
20 inflict emotional distress. This blatant disregard for her well-being caused profound
21 emotional turmoil, marked by crippling anxiety, depression, and significant sleep
22 disturbances. The emotional pain was especially acute during her pregnancy, as the
23 unrelenting stress jeopardized both her health and that of her unborn child, leading to
24 complications that placed her family at risk. The ongoing suffering inflicted by
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1 Defendants' actions was not just harmful; it was deeply damaging, stripping Plaintiff of
 2 her sense of safety and stability during one of the most vulnerable times in her life.

3 79. Case Law: Wilson v. Monarch Paper Co., 939 F.2d 1138 (5th Cir. 1991):
 4 Upheld IIED claims based on conduct deemed outrageous, affirming the legal recourse
 5 available for severe emotional suffering.
 6

7 80. Schwartz v. Brown, 100 Nev. 202 (1984): Established that conduct causing
 8 extreme emotional distress can support an IIED claim, reinforcing accountability for
 9 egregious behavior.
 10

11 81. Fletcher v. W. Nat. Gas Co., 84 F.3d 170 (8th Cir. 1996): Clarified that
 12 intentional or reckless conduct resulting in severe emotional distress is actionable,
 13 underscoring the necessity of protecting individuals from harmful actions.
 14

15 82. Reed v. Columbia University, 2007 WL 1795075 (S.D.N.Y. 2007): Affirmed
 16 that landlord negligence leading to a tenant's emotional distress is actionable under IIED
 17 principles, emphasizing the duty of landlords to maintain safe living conditions.
 18

19 **EIGHTH CAUSE OF ACTION**

20 **Negligent Infliction of Emotional Distress (NIED)**

21 **(Against All Defendants)**

22 83. Legal Basis: Negligent infliction of emotional distress (NIED) occurs when
 23 a defendant's negligent conduct results in severe emotional distress to the plaintiff. This
 24 tort acknowledges that emotional harm can arise from negligence, especially when a
 25 defendant's failure to act responsibly leads to significant distress for the plaintiff. In this
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1 case, Defendants' negligence has inflicted severe emotional suffering on Plaintiff during
2 a critical and vulnerable period of her life.

3 84. Claim: Defendants' gross negligence in maintaining safe living conditions
4 directly caused Plaintiff to suffer profound emotional distress. The hazardous
5 conditions—including plumbing failures, toxic mold, and vermin infestations—not only
6 caused physical ailments but also led to significant mental anguish. The stress of
7 navigating such dangerous conditions while pregnant heightened her anxiety and posed
8 serious health complications for both Plaintiff and her newborn. This chronic fear for her
9 and her child's safety created an environment of emotional turmoil, profoundly
10 affecting her quality of life and sense of stability. The mental strain and resulting trauma
11 were not merely incidental; they have reshaped the trajectory of her life during a period
12 that should have been filled with joy and anticipation.

13 85. Case Law: *Conboy v. AT&T Corp.*, 241 F.3d 242 (2d Cir. 2001): Established
14 that negligence leading to emotional harm can be actionable, affirming the plaintiff's
15 right to recover for emotional injuries.

16 86. *Sullivan v. Old National Bank of Evansville*, 113 Nev. 1504, 944 P.2d 506
17 (1997): Supported emotional distress claims linked to negligence, highlighting the need
18 for accountability when emotional harm results from negligent conduct.

19 87. *Coffey v. Fortin*, 886 P.2d 1147 (Nev. 1994): Established that a
20 defendant's negligence can lead to emotional distress claims when there is a
21 foreseeable risk of harm to the plaintiff's emotional well-being.

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1 **NINTH CAUSE OF ACTION**

2 **Negligence**

3 **(Against All Defendants)**

4
5 88. Legal Basis: Defendants had a clear legal duty to maintain the property in
6 a habitable condition and to provide reasonable accommodations under the Americans
7 with Disabilities Act (ADA), Fair Housing Act (FHA), and Nevada state law. This duty
8 extends to ensuring that living conditions do not pose risks to the health and safety of
9 tenants, particularly vulnerable populations like pregnant women and children.
10 Defendants' failure to fulfill these obligations constitutes a serious breach of duty.
11

12 89. Claim: Defendants breached this duty by neglecting to make necessary
13 repairs, allowing the property to remain in dangerous disrepair. Their refusal to engage
14 in the interactive process regarding reasonable accommodations not only endangered
15 Plaintiff's health but also created an environment filled with stress and anxiety during
16 her pregnancy. The hazardous conditions—such as toxic mold, chronic plumbing issues,
17 and vermin infestations—exacerbated Plaintiff's emotional turmoil and placed both her
18 and her unborn child at serious risk. This negligence is not just a failure of duty; it
19 represents a moral failing that has profoundly impacted Plaintiff's life.
20
21

22 90. Case Law: *Perreira v. State of Nevada*, 784 P.2d 956 (Nev. 1989):
23 Established the essential elements for negligence claims in Nevada, emphasizing the
24 duty of care owed by landlords to their tenants.
25
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1 91. Hollander v. Boulanger, 59 Nev. 162, 89 P.2d 924 (1939): Reinforced the
2 landlord's duty to keep properties safe and habitable, highlighting the necessity for
3 landlords to respond promptly to health and safety concerns.

4
5 92. Hoffman v. L & M Enterprises, LLC, 123 Nev. 1145, 173 P.3d 1284 (2007):
6 The court reiterated that landlords are liable for injuries sustained by tenants due to
7 unaddressed hazardous conditions on the property, emphasizing the need for landlords
8 to ensure safe living environments.

9
10 **TENTH CAUSE OF ACTION**

11 **Breach of Contract**

12 **(Against All Defendants)**

13
14 93. Legal Basis: Defendants entered into a lease agreement with Plaintiff,
15 which included an implied covenant to provide habitable living conditions in compliance
16 with federal, state, and local housing laws. This contract obligates landlords to ensure
17 that rental units are not only safe but also suitable for occupation, which is especially
18 critical for vulnerable populations like pregnant women and children.

19
20 94. Claim: Plaintiff contends that Jason Mattson and Orange Realty Group
21 intentionally interfered with her lease agreement by willfully neglecting to provide
22 necessary repairs and accommodations. This intentional disregard for their contractual
23 obligations caused substantial harm to Plaintiff's ability to live in her unit safely and
24 comfortably. Defendants' actions reflected a deliberate intent to disrupt Plaintiff's
25 tenancy, exacerbating her emotional distress and financial burdens, particularly during
26 her vulnerable state of pregnancy. This breach was not merely an oversight; it
27
28

1 represented a systematic failure to uphold the trust inherent in the landlord-tenant
2 relationship.

3 95. Case Law: Keever v. Nicholas Beers Co., 96 Nev. 509, 611 P.2d 1079
4 (1980): Established that landlords are required to provide habitable premises, affirming
5 the necessity of maintaining living conditions that meet health and safety standards.

6 96. Beck v. Beck, 93 Nev. 329, 566 P.2d 415 (1977): The Nevada Supreme
7 Court supports the notion that breach of contract can lead to both economic and non-
8 economic damages, particularly when health and safety are compromised.

9 97. Hoffman v. L & M Enterprises, LLC, 123 Nev. 1145, 173 P.3d 1284 (2007):
10 Reinforced that landlords can be held liable for damages resulting from their failure to
11 maintain a habitable living environment, emphasizing the legal consequences of
12 breaching their contractual obligations.

13 **ELEVENTH CAUSE OF ACTION**

14 **Breach of the Implied Covenant of Good Faith and Fair Dealing**

15 **(Against All Defendants)**

16 98. Legal Basis: Implied in every contract is the covenant of good faith and
17 fair dealing, which mandates that neither party shall act in bad faith or unfairly interfere
18 with the other party's contractual rights. This principle is particularly significant in
19 landlord-tenant relationships, where inherent power imbalances can lead to the
20 exploitation of vulnerable tenants. Defendants' actions demonstrate a clear breach of
21 this covenant, undermining Plaintiff's rights under the lease agreement.

1 99. Claim: Defendants breached the implied covenant of good faith and fair
 2 dealing by failing to maintain the property and retaliating against Plaintiff for asserting
 3 her rights under the lease. Their deliberate inaction and refusal to engage in
 4 constructive discussions regarding necessary repairs exemplify a lack of good faith. This
 5 behavior not only intensified Plaintiff's emotional distress during her pregnancy but also
 6 jeopardized her health and the well-being of her newborn, highlighting the Defendants'
 7 callous disregard for their obligations under the lease agreement.

10 100. Case Law: Petyan v. Ellis, 200 Conn. 243 (1986): Establishes that every
 11 contract contains an implied covenant of good faith and fair dealing, ensuring that
 12 parties fulfill their contractual obligations without undermining the agreement's
 13 purpose.

15 101. Fitzgerald v. Drezek, 194 Conn. 46 (1984): The court emphasized the
 16 necessity of good faith dealings in contractual obligations, reinforcing the expectation
 17 that landlords must act in the best interests of their tenants.

19 102. Cummings v. S. G. G. Contracting Co., 229 Conn. 10 (1994): Further
 20 supports the principle that the covenant of good faith and fair dealing protects the
 21 expectations of both parties in a contract.

22 **TWELFTH CAUSE OF ACTION**

23 **Tortious Interference with Contractual Relations**

24 **(Against Jason Mattson and Orange Realty Group)**

26 103. Legal Basis: Tortious interference occurs when a third party intentionally
 27 interferes with a contractual relationship, causing harm to one of the parties involved. In
 28

1 the context of landlord-tenant relationships, such interference can lead to significant
2 and detrimental consequences for the tenant, particularly when the landlord's actions
3 undermine the tenant's ability to safely enjoy their home.
4

5 104. Claim: Plaintiff contends that Jason Mattson and Orange Realty Group
6 intentionally interfered with her lease agreement by deliberately neglecting to fulfill
7 their contractual obligations. This negligence prevented necessary repairs and
8 accommodations, causing substantial harm to Plaintiff's ability to live safely and
9 comfortably in her unit. Defendants' actions reflect a willful intent to disrupt Plaintiff's
10 tenancy, exacerbating her emotional distress and financial burdens, particularly during
11 her vulnerable state of pregnancy.
12

13 105. Case Law: Top Serv. Body Shop, Inc. v. Allstate Ins. Co., 283 Or. 201
14 (1978): Supports tortious interference claims, establishing that intentional interference
15 with a contractual relationship is actionable if it causes harm to one of the parties.
16

17 106. Dougherty v. McCarthy, 70 N.E.2d 764 (Mass. 1946): Illustrates that third
18 parties can be held liable for knowingly interfering with contracts, particularly when
19 such actions lead to significant harm to the other party.
20

21 107. Lass v. U.S. Bank, N.A., 71 F. Supp. 3d 225 (D. Mass. 2014): Reinforces the
22 idea that parties who intentionally disrupt contractual relationships can be held liable
23 for damages resulting from their actions.
24

25 **THIRTEENTH CAUSE OF ACTION**

26 **Negligent Hiring, Retention, and Supervision**

27 **(Against All Defendants)** 28

1 108. Legal Basis: Employers and property managers can be held liable for
2 negligently hiring, retaining, or supervising employees who cause harm to tenants. This
3 includes the obligation to ensure that staff are adequately trained and equipped to
4 maintain safe and habitable living conditions, particularly for vulnerable tenants,
5 including pregnant women and children.
6

7 109. Claim: Plaintiff asserts that Defendants negligently hired and retained
8 employees who were unqualified to manage the property effectively, directly
9 contributing to the hazardous living conditions. Specifically, the staff lacked the
10 necessary training in property management and maintenance, resulting in critical
11 failures to address plumbing issues, mold remediation, and pest control. The ongoing
12 negligence by management to supervise their staff not only endangered Plaintiff's
13 health during her pregnancy but also inflicted additional emotional distress as she
14 navigated these unsafe conditions.
15
16

17 110. Case Law: Diaz v. Carcamo, 51 Cal. 4th 1148 (2011): Establishes that
18 property managers have a duty to ensure employees are adequately trained to fulfill
19 their responsibilities, creating a standard of care crucial for tenant safety.
20

21 111. Faragher v. City of Boca Raton, 524 U.S. 775 (1998): Reinforces that
22 employers can be held liable for negligent hiring and supervision, emphasizing the need
23 for proper oversight in property management to protect tenants.
24

25 112. Doe v. Taylor Independent School District, 15 F.4th 1056 (5th Cir. 2021):
26 Supports claims of negligent hiring, emphasizing the importance of thorough
27 background checks and training to prevent harm to vulnerable individuals.
28

1 **FOURTEENTH CAUSE OF ACTION**

2 **Fraudulent Misrepresentation/Deceit**

3 **(Against All Defendants)**

4
5 113. Legal Basis: Fraudulent misrepresentation occurs when a party makes a
6 false statement with the intent that another party relies on it, causing significant harm.
7 This tort aims to protect individuals from deceptive conduct that leads to substantial
8 injury or loss, ensuring accountability for misleading actions. The deliberate
9 misrepresentation of the property's condition by Defendants constitutes a grave
10 violation of trust.

11
12 114. Claim: Plaintiff claims that Defendants made false representations about
13 the condition of the rental property, assuring her it was safe and habitable despite the
14 evident hazards. This misrepresentation was not merely an oversight; it was a calculated
15 attempt to induce Plaintiff into signing the lease under false pretenses. Relying on these
16 fraudulent assurances, Plaintiff suffered significant emotional distress, financial loss, and
17 health complications exacerbated by her pregnancy, leading to serious concerns for her
18 unborn child's safety. The intentional deceit of Defendants was not just harmful; it was a
19 malicious betrayal that caused Plaintiff's life to spiral into chaos at a time when she
20 needed support and security the most.

21
22 115. Case Law: Lama Holding Co. v. Smith Barney Inc., 88 N.Y.2d 413 (1996):
23 Establishes that a party can be held liable for damages resulting from reliance on
24 fraudulent representations, underscoring the duty to provide truthful information in
25 contractual relationships.
26
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1 116. Smith v. Johnson, 610 P.2d 592 (1979): Highlights the responsibility of
2 landlords to communicate accurately regarding property conditions, reinforcing the
3 need for honesty in landlord-tenant relations.
4

5 117. Mastandrea v. Smith, 231 Conn. 499 (1994): Further emphasizes that
6 parties making misrepresentations can be held liable, particularly when such actions
7 lead to significant harm for another party.
8

9 **FIFTEENTH CAUSE OF ACTION**

10 **Unjust Enrichment**

11 **(Against All Defendants)**

12 118. Legal Basis: Unjust enrichment occurs when one party benefits at the
13 expense of another under circumstances that the law recognizes as unjust. This doctrine
14 seeks to prevent one party from profiting unfairly from the misfortunes of another,
15 ensuring fairness in contractual relationships. Defendants' actions led to a clear case of
16 unjust enrichment, as they profited from Plaintiff's suffering while neglecting their legal
17 and moral responsibilities.
18
19

20 119. Claim: Plaintiff contends that Defendants have been unjustly enriched by
21 continuing to collect rent while failing to provide habitable living conditions. The
22 persistent plumbing issues, mold growth, and vermin infestations allowed Defendants
23 to profit financially while Plaintiff endured physical pain, emotional suffering, and
24 financial strain. This situation is particularly egregious given the serious risks posed to
25 Plaintiff's health during her pregnancy, creating an environment filled with anxiety and
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1 uncertainty regarding the safety of her unborn child. Defendants' unconscionable
2 actions have resulted in profound injustice, warranting restitution for the harm caused.

3 120. Case Law: State Farm Mut. Auto. Ins. Co. v. Norcold, Inc., 849 N.W.2d 686
4
5 (Iowa 2014): Outlines the elements necessary to establish unjust enrichment, affirming
6 that a party who benefits from another's misfortune is liable for restitution.

7 121. Restatement (Third) of Restitution and Unjust Enrichment § 1: Provides a
8 framework for understanding how one party can be unjustly enriched at another's
9 expense, applicable in landlord-tenant relationships where safety and well-being are
10 compromised.

11 122. Miller v. City of New York, 7 N.E.2d 928 (N.Y. 1937): Reinforces that
12 recovery for unjust enrichment is permitted when retaining benefits would be contrary
13 to equity and good conscience.
14

15 **Sixteenth Cause of Action**

16 **Discrimination Based on Disability**

17 **(Alleged against All Defendants)**

18 123. Legal Basis:

19 124. Plaintiff, Marcella Fox, brings this cause of action under the Fair Housing
20 Act (FHA), 42 U.S.C. § 3601 et seq., the Americans with Disabilities Act (ADA), 42 U.S.C. §
21 12101 et seq., and Section 504 of the Rehabilitation Act, 29 U.S.C. § 794. These laws
22 collectively prohibit discrimination based on disability in housing and require that
23 individuals with disabilities are provided reasonable accommodations to ensure equal
24 access to housing.
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1 125. Factual Allegations:

2 126. Plaintiff, a disabled individual and mother of five minor children, has
3 faced significant discrimination in her housing situation due to her disability. Despite
4 being a protected class under federal law, Plaintiff was subjected to the following
5 discriminatory actions by Defendants:
6

7 127. Failure to Provide Reasonable Accommodations:

8 128. Defendants failed to engage in meaningful dialogue regarding necessary
9 accommodations that would have mitigated the hazardous living conditions in Plaintiff's
10 rental unit. This lack of responsiveness was not only a violation of federal law but
11 demonstrated a blatant disregard for Plaintiff's rights as a disabled individual. Plaintiff
12 requested urgent repairs and accommodations, emphasizing the urgent need for a safe
13 living environment conducive to her health and that of her children, particularly during
14 her pregnancy. Instead of addressing these requests, Defendants ignored them, leaving
15 Plaintiff to navigate unsafe conditions that exacerbated her disability.
16
17

18 129. Retaliatory Actions:

19 130. After asserting her rights and making legitimate requests for repairs and
20 accommodations, Plaintiff faced retaliatory actions from Defendants. These included the
21 issuance of false warning notices and neglect of her concerns. Such retaliation is a
22 violation of the FHA, which protects tenants from being penalized for asserting their
23 rights. This pattern of behavior not only constituted discrimination but also perpetuated
24 a hostile living environment, further compounding Plaintiff's emotional distress.
25
26

27 131. Emotional Effects:
28

1 132. The discriminatory practices of the Defendants have caused profound
2 emotional and psychological harm to Plaintiff. The following effects are evident:

3 133. Severe Anxiety and Depression: Living in a hazardous environment has
4 led to chronic anxiety regarding her health and the safety of her children. The
5 uncertainty of her living conditions and the Defendants' disregard for her needs have
6 resulted in overwhelming feelings of helplessness and despair, significantly impairing
7 her quality of life.
8

9 134. Fear for Children's Safety: The persistent presence of unsafe conditions
10 and the lack of adequate responses from Defendants have led to debilitating stress for
11 Plaintiff regarding the safety of her five minor children. As a mother, the constant fear
12 that her children are exposed to dangerous living conditions has resulted in emotional
13 turmoil, including sleepless nights and persistent worry.
14

15 135. Impact on Pregnancy: The emotional strain of dealing with the hazardous
16 living conditions during her pregnancy has compounded Plaintiff's physical health issues,
17 leading to complications that endanger both her well-being and that of her unborn
18 child. This added stress has negatively impacted her mental health, resulting in
19 increased visits to healthcare professionals for both physical and psychological support.
20

21 136. Legal Precedents and Supporting Case Law:
22

23 137. Smith v. City of Jackson, 544 U.S. 228 (2005): The Supreme Court ruled
24 that employees may bring disparate impact claims under the Age Discrimination in
25 Employment Act, which has implications for interpreting discrimination statutes broadly
26 to encompass various forms of discrimination, including those based on disability.
27
28

1 138. Havens Realty Corp. v. Coleman, 455 U.S. 363 (1982): The Supreme Court
2 held that plaintiffs have standing to sue under the FHA if they can show that the
3 discriminatory practices have caused them direct injury, reinforcing that emotional
4 distress is a valid component of harm in discrimination cases.
5

6 139. Robinson v. 12 Lofts Realty, Inc., 266 F.3d 38 (2d Cir. 2001): The court
7 found that discrimination in housing that fails to provide reasonable accommodations
8 constitutes a violation of the FHA. The ruling underscores the legal obligation of
9 landlords to address the needs of disabled tenants proactively.
10

11 140. Alexander v. Choate, 469 U.S. 287 (1985): The Supreme Court
12 emphasized the necessity of providing reasonable accommodations to ensure equal
13 access to benefits and services for individuals with disabilities. This case supports the
14 claim that failing to accommodate a disabled tenant is a form of discrimination.
15

16 141. The actions of Defendants constitute clear discrimination based on
17 disability, violating the protections afforded to Plaintiff under federal law. The
18 emotional and psychological toll resulting from their discriminatory practices
19 underscores the necessity for the court to hold Defendants accountable for their
20 actions. Plaintiff respectfully requests relief for the damages suffered due to the
21 pervasive discrimination she faced, including compensatory damages for emotional
22 distress and punitive damages to deter such behavior in the future.
23
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Seventeenth Cause of Action

Breach of Implied Warranty of Habitability

(Alleged against all Defendants):

142. Legal Basis:

143. Plaintiff, Marcella Fox, asserts this cause of action under Nevada law, specifically NRS 118A.290 and NRS 118A.380, which impose an implied warranty of habitability on landlords. This warranty mandates that rental properties must be fit for human habitation and compliant with applicable health and safety standards. Landlords have a fundamental duty to ensure that tenants are provided with a safe and livable environment.

144. Factual Allegations:

145. Plaintiff, a disabled individual and mother of five minor children, has suffered severe harm due to Defendants' breach of this implied warranty regarding the property located at 1405 Vegas Valley Dr., Apt. 305, Las Vegas, NV. The following hazardous conditions illustrate Defendants' failure to fulfill their legal obligations:

146. Chronic Plumbing Failures:

147. The property was plagued by ongoing plumbing issues that caused persistent flooding. Despite multiple notifications, Defendants failed to take adequate action to rectify these issues, resulting in significant water damage and rendering the apartment uninhabitable.

148. Toxic Mold Growth:

1 149. The flooding facilitated rampant mold growth throughout the unit,
2 creating serious health risks, especially for a disabled individual and young children.
3 Defendants' neglect to address the mold not only violated health standards but directly
4 jeopardized the well-being of Plaintiff and her family.
5

6 150. Infestations of Vermin:

7 151. The unsanitary conditions resulting from Defendants' inaction led to
8 severe infestations of insects and rodents, further compromising the safety and hygiene
9 of the living environment.
10

11 152. Failure to Provide Essential Repairs:

12 153. Defendants neglected to address the non-functional heating and cooling
13 systems, exposing Plaintiff and her children to extreme temperatures. The lack of these
14 essential repairs significantly contributed to the uninhabitable conditions.
15

16 154. Physical Injuries:

17 155. Due to Defendants' negligence, Plaintiff suffered physical injuries,
18 including lacerations from a broken window that remained unrepaired despite multiple
19 notifications.
20

21 156. Emotional and Psychological Effects:

22 157. The breach of the implied warranty of habitability has inflicted profound
23 emotional and psychological harm on Plaintiff:
24

25 158. Severe Anxiety and Stress: The constant exposure to hazardous
26 conditions has led to debilitating anxiety about her health and the safety of her children.
27 This relentless stress has severely impaired her overall quality of life.
28

1 159. Fear for Children’s Safety: The pervasive risks associated with unsafe
2 living conditions have resulted in overwhelming fear for her children’s well-being,
3 leading to emotional turmoil and sleepless nights.
4

5 160. Impact on Pregnancy: The added strain of these hazardous living
6 conditions during her pregnancy has compounded Plaintiff’s physical health challenges
7 and resulted in complications, endangering both her health and that of her unborn
8 child. This emotional burden has led to increased healthcare visits for both physical and
9 mental health support.
10

11 161. Legal Precedents and Supporting Case Law:

12 162. Medical Multiphasic v. Linnecke, 95 Nev. 752, 602 P.2d 182 (1979): The
13 Nevada Supreme Court established that landlords are liable for failing to maintain
14 habitable conditions, emphasizing their legal duty to provide a safe living environment.
15

16 163. Green v. Superior Court, 10 Cal. 3d 616 (1974): This ruling affirms that
17 tenants have the right to recover damages for breaches of the implied warranty of
18 habitability, especially when health risks are present.
19

20 164. Hoffman v. L & M Enterprises, LLC, 123 Nev. 1145, 173 P.3d 1284 (2007):
21 The court reiterated the importance of maintaining habitable conditions, particularly for
22 vulnerable populations, including pregnant women and children.
23

24 165. NRS 118A.290: This statute mandates that landlords maintain rental
25 properties in a condition fit for human habitation, including making necessary repairs.

26 166. NRS 118A.380: Establishes that a breach of the implied warranty of
27 habitability can result in liability for damages sustained by the tenant.:
28

1 167. The actions of Defendants represent a clear breach of the implied
2 warranty of habitability, violating the rights of Plaintiff under Nevada law. The
3 emotional and psychological toll resulting from their negligence necessitates that the
4 court holds Defendants accountable for their failures. Plaintiff respectfully requests
5 relief for the damages suffered due to this breach, including compensatory damages for
6 emotional distress and punitive damages to deter similar misconduct in the future.
7

8
9 **Concluding Statement**

10 168. In conclusion, the evidence and arguments presented illuminate the
11 profound injustices faced by Marcella Fox at the hands of the Defendants. Their
12 persistent violations of housing laws and retaliatory actions have created a toxic and
13 unsafe living environment, directly jeopardizing both her health and the well-being of
14 her unborn child. The negligence, malice, and callousness displayed by the Defendants
15 have caused significant emotional distress, financial hardship, and anxiety—burdens
16 that no tenant should ever have to endure.
17

18 169. Emotional Impact: Throughout this ordeal, Plaintiff meticulously
19 documented her experiences through emails and letters, articulating the dire conditions
20 she faced and voicing her fears for her health and her child's safety. The emotional toll
21 of enduring such conditions, especially during her pregnancy, has been overwhelming,
22 leading to constant stress and exacerbating her existing health issues.
23

24 170. Legal Precedents: The case law cited throughout this complaint
25 underscores the necessity of holding landlords accountable for their obligations. Recent
26 cases, such as Bishop v. Equinox Holdings, Inc., 623 F. App'x 93 (2d Cir. 2015), affirm
27
28

1 tenants' rights to habitable conditions, particularly emphasizing protections for
2 vulnerable populations. Statutory language from the Fair Housing Act and the Americans
3 with Disabilities Act mandates that landlords provide reasonable accommodations,
4 especially for individuals with disabilities and pregnant women.
5

6 171. Interrelation of Claims: Each of the claims interrelates, forming a
7 comprehensive narrative of the Defendants' negligence and disregard for tenant rights.
8 From breaches of the implied warranty of habitability to retaliatory actions against Ms.
9 Fox, each claim builds upon the others to illustrate a systemic failure to provide safe
10 housing.
11

12 172. Emphasis on Vulnerability: It is crucial to underscore Ms. Fox's unique
13 vulnerability during her pregnancy. The heightened risks associated with her condition
14 necessitate reasonable accommodations to ensure her safety and well-being. The
15 emotional distress stemming from the Defendants' inaction, particularly regarding her
16 pregnancy, is not merely incidental; it is central to her case.
17

18 173. In light of these factors, we respectfully urge the court to grant the
19 necessary relief to address the injustices faced by Ms. Fox. A ruling in her favor would
20 not only serve justice for her but also reinforce the fundamental principle that all
21 tenants, particularly those in vulnerable positions, have the right to safe and habitable
22 living conditions.
23
24

25 **Prayer for Relief**

26 174. **Wherefore**, Plaintiff respectfully requests that this Court grant the
27 following relief:
28

1 175. Injunctive Relief: An order requiring Defendants to immediately repair all
2 habitability issues in the property, including but not limited to plumbing, mold removal,
3 heating and cooling systems, and structural safety.

4 176. Compensatory Damages:

5 177. \$10,283.06 for initial move-in charges, deposits, and fees.

6 178. \$15,000 for relocation costs.

7 179. Lost potential earnings resulting from Plaintiff's inability to work as a
8 licensed real estate agent, to be proven at trial.

9 180. Compensation for emotional distress and physical harm caused by
10 Defendants' actions, including impacts on her pregnancy and newborn, to be
11 determined according to proof.

12 181. Punitive Damages: An award of punitive damages in an amount
13 determined by the Court sufficient to punish Defendants for their willful, malicious, and
14 reckless conduct, and to deter them from engaging in similar unlawful behavior in the
15 future.

16 182. Declaratory Relief: A declaration that Defendants violated the Fair
17 Housing Act, Americans with Disabilities Act, and Section 504 of the Rehabilitation Act.

18 183. Attorney's Fees and Costs: An award of reasonable attorney's fees and
19 costs, including litigation expenses, as allowed by law, to be paid by Defendants under
20 federal and state statutes.

21 184. Restitution for Unjust Enrichment: Restitution of all rent and other
22 payments made by Plaintiff during the period the property was uninhabitable:
23
24
25
26
27
28

1 185. \$51,693 for rent refunds due to inhabitable conditions.

2 186. Any Other Relief: Any other relief as the Court deems appropriate to
3 ensure Defendants' compliance with federal and state housing laws.
4

5 187. Certification of Plaintiff

6 188. I, Marcella Fox, hereby certify the following:

7 189. Pro Se Representation: I am proceeding pro se in this matter and have
8 personally prepared this complaint without the assistance of an attorney.
9

10 190. Good Faith: The claims asserted in this complaint are made in good faith
11 and are based on my personal knowledge of the facts.

12 191. Legal Basis: I have provided sufficient factual and legal support for each
13 cause of action and believe that the allegations are true and accurate to the best of my
14 knowledge.
15

16 192. No Improper Purpose: This complaint is not filed for any improper
17 purpose, including to harass or cause unnecessary delay.
18

19 193. Notice of Changes: I agree to notify the Court of any changes to my
20 contact information, understanding that failure to do so may result in dismissal of the
21 case.

22 194. Certificate of Service: I certify that a copy of this complaint has been
23 served on all defendants, as required by the Federal Rules of Civil Procedure.
24

25 //


26 //

27 //

28

DATED: 10/8/ 2024

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Marcella Fox', is written over a horizontal line. The signature is stylized with large, sweeping loops.

Marcella Fox
Pro Se

Exhibits Attached:

Plaintiff has attached critical evidence to this Complaint, including photographs documenting severe property damage, correspondence with Defendants regarding ongoing habitability issues, and relevant lease agreements. These exhibits, detailed in Exhibits A through I, provide direct support for Plaintiff's claims of negligence, breach of contract, and violations of health and safety standards. Additionally, Plaintiff intends to disclose further exhibits as the case progresses to bolster the evidence supporting her claims.

List of Exhibits

- Exhibit A: Photographs of Water Damage and Mold:
 - A-1: Water shooting from kitchen sink
 - A-2: Mold, sewage, dirt, and water flooding master bedroom
 - A-3: Water flooding master bathroom and bedroom
 - A-4: Missing drywall in master bathroom and bedroom closet (conjoined) and flooding
 - A-5: Missing drywall in master bathroom and bedroom closet (conjoined) and flooding
 - A-6: Missing drywall in master bathroom and bedroom closet (conjoined) and flooding
 - A-7: Master bathroom sink clogged with sewage and mold
- Exhibit B: Security Door (Sliding Door):
 - B-1: Sliding door latch with no installed locking mechanism
 - B-2: Sliding door not installed properly
- Exhibit C: Kids' Room Missing Floor (Cement Floor)
- Exhibit D: Broken Window
- Exhibit E: Correspondence Between Plaintiff and Defendants (Orange Realty):
 - E-1: Communication with Orange Realty about uninhabitable conditions
 - E-2: Communications with Orange Realty regarding maintenance issues
 - E-3: Communications with Orange Realty regarding faulty appliances and lack of security

- E-4: Communication with Orange Realty regarding plumbing issues and sewage
- Exhibit F: Move-In Checklist:
 - F-1: Move-In Checklist - Page 1 of 3 of the initial move-in checklist
 - F-2: Move-In Checklist - Page 2 of 3 of the initial move-in checklist
 - F-3: Move-In Checklist - Page 3 of 3 of the initial move-in checklist
- Exhibit G: Correspondence Between Plaintiff and Defendants (HopeLink):
 - G-1: Communication with HopeLink regarding conditions of the property
 - G-2: Communication with HopeLink regarding violations of rights, breach of agreement, and habitability issues
 - G-3: Communication with HopeLink regarding conditions of the property, mental health impacts, and relocation options
- Exhibit H: Plaintiff's Armpit After Surgery
- Exhibit I: Lease Agreement for 1405 Vegas Valley Dr., Apt. 305

1 EXHIBIT A-1:
2 Water shooting from kitchen sink
3 Taken: June 21, 2022
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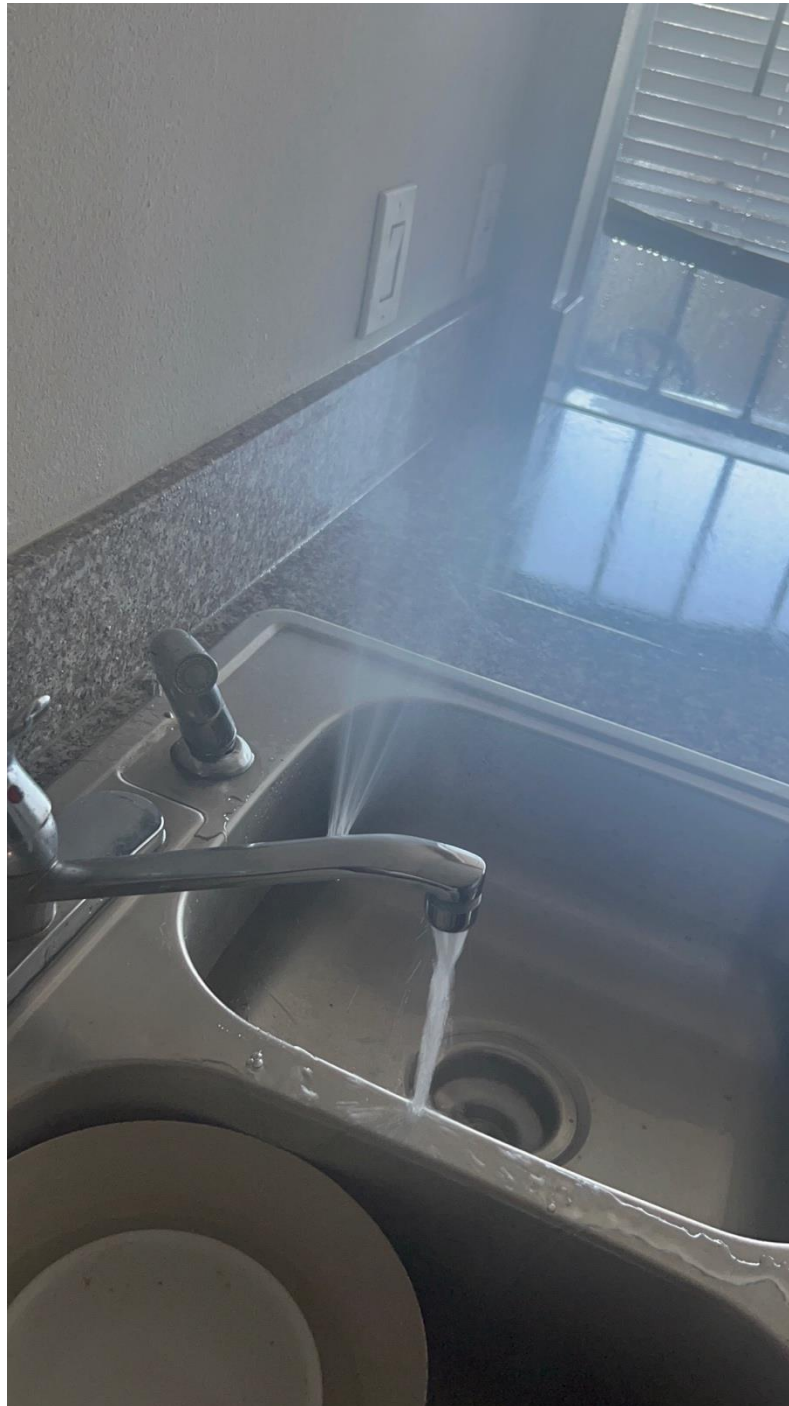


EXHIBIT A-2:

Mold, dirt, sewage and water flooding master bathroom and closet

Taken: January 22. 2024



Demand for Justice and Accountability:

1 EXHIBIT A-3:
2 water flooding master bathroom and bedroom
3 Taken: February 7, 2024
4



EXHIBIT A-4:

Picture of missing drywall in master bathroom and bathroom closet (conjoined) and flooding
Taken: February 7, 2024



EXHIBIT A-5:

Picture of missing drywall in master bathroom and bathroom closet (conjoined) and flooding
Taken: February 7, 2024



EXHIBIT A-6:

Picture of missing drywall in master bathroom and bathroom closet (conjoined) and flooding
Taken: November 27, 2023

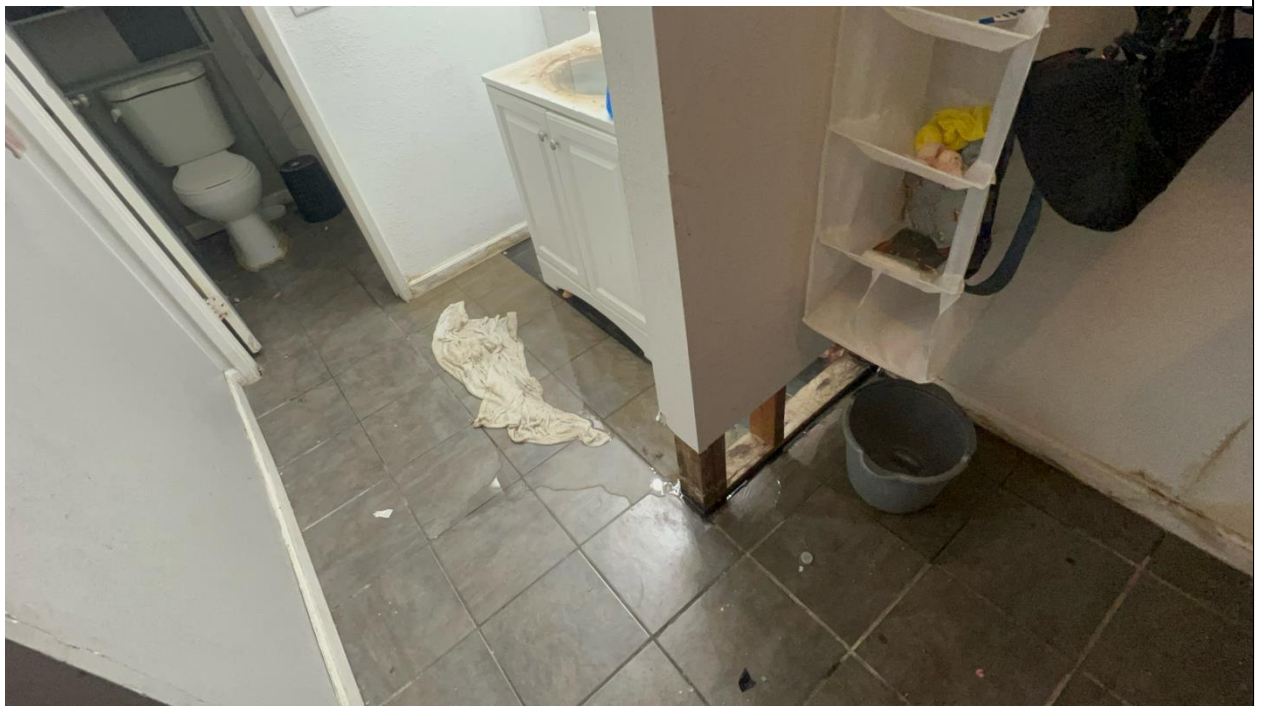


EXHIBIT A-7:

Picture of master bathroom sink clogged with sewage and mold

Taken: August 9, 2023



Demand for Justice and Accountability:

Page 55 of 71

EXHIBIT B-1

Picture of sliding door latch with no installed locking mechanism

Taken: January 9, 2023



EXHIBIT B-2

Picture of sliding door not installed properly

Taken: January 9, 2023



EXHIBIT C

Picture of kids room missing floor/ cement floor

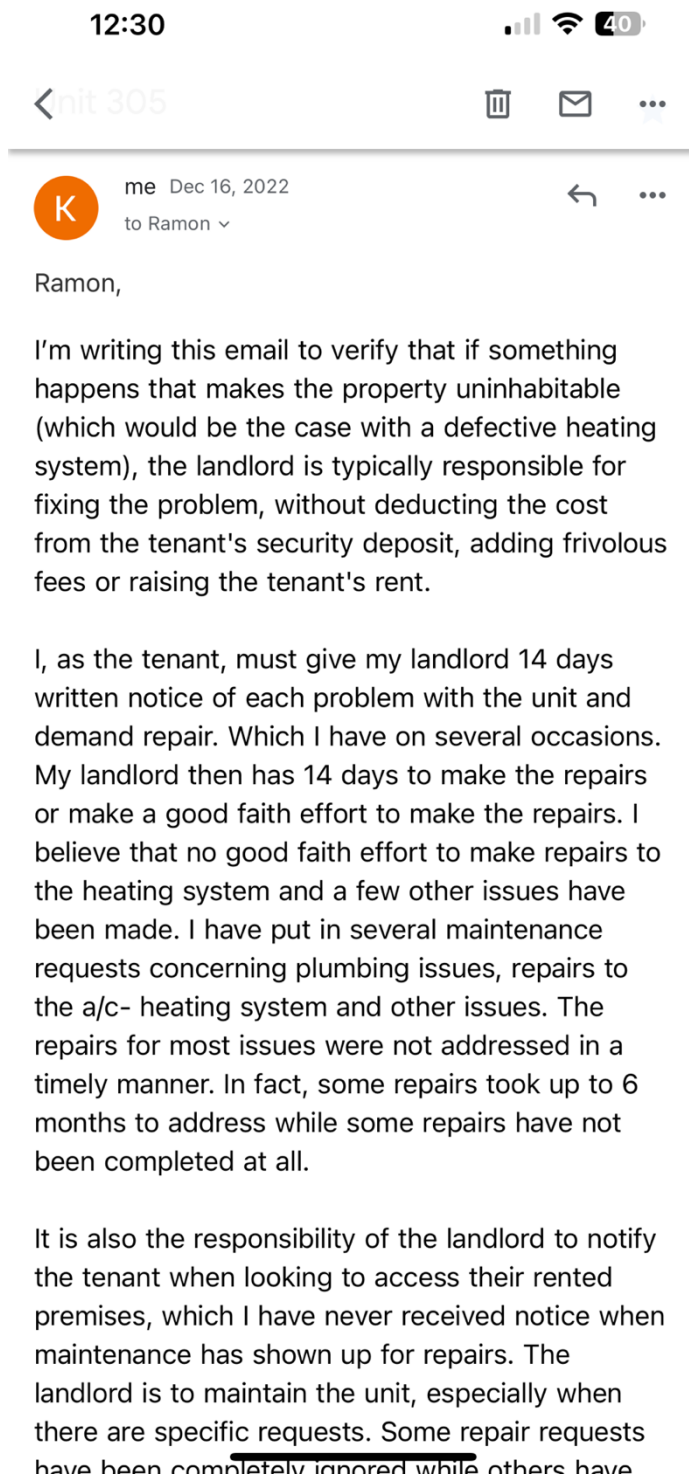


EXHIBIT D
Broken Window



EXHIBIT E-1

Communication with Orange Realty about uninhabitable conditions
12/16/2022



Demand for Justice and Accountability:

EXHIBIT E-2

Communications with Orange Realty regarding maintenance issues
12/12/2022

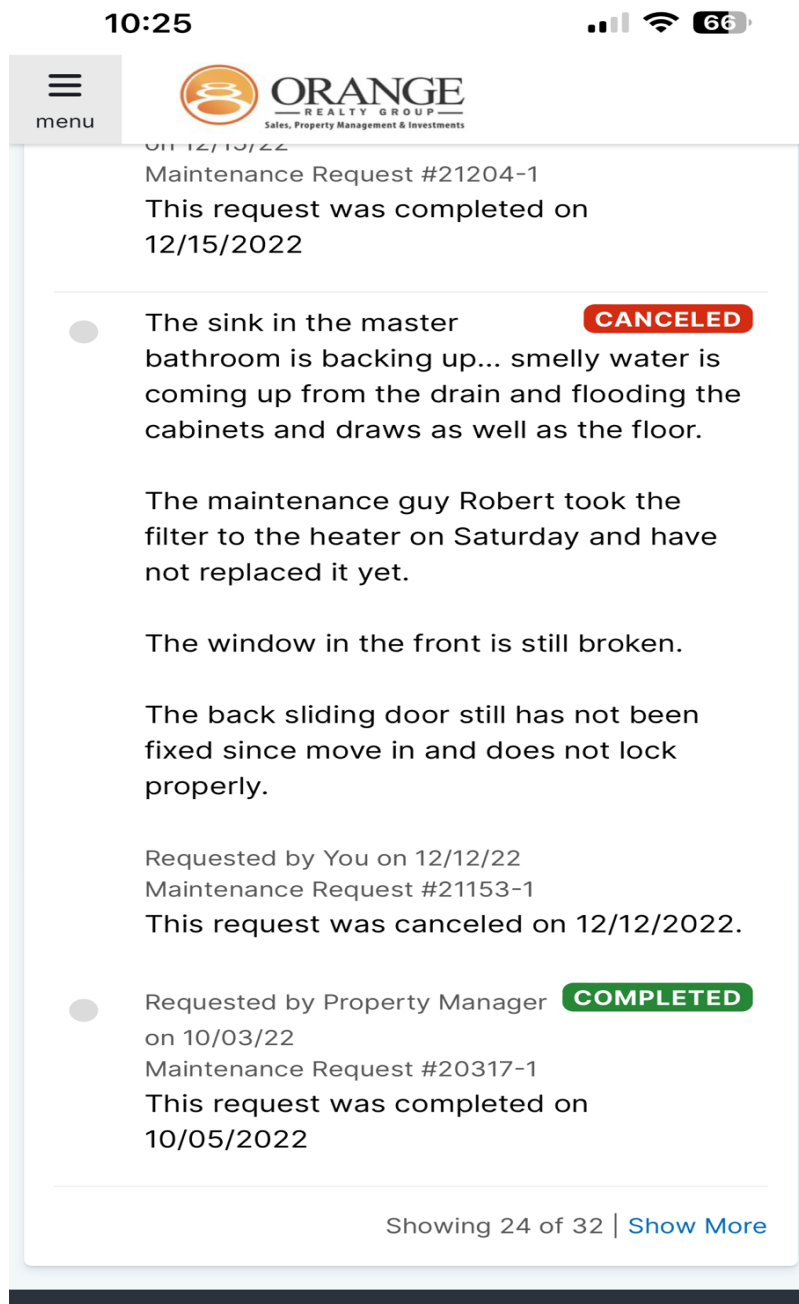


EXHIBIT E-3

Communications with Orange Realty regarding faulty appliances and lack of security
4/26/2022 and 5/6/2022

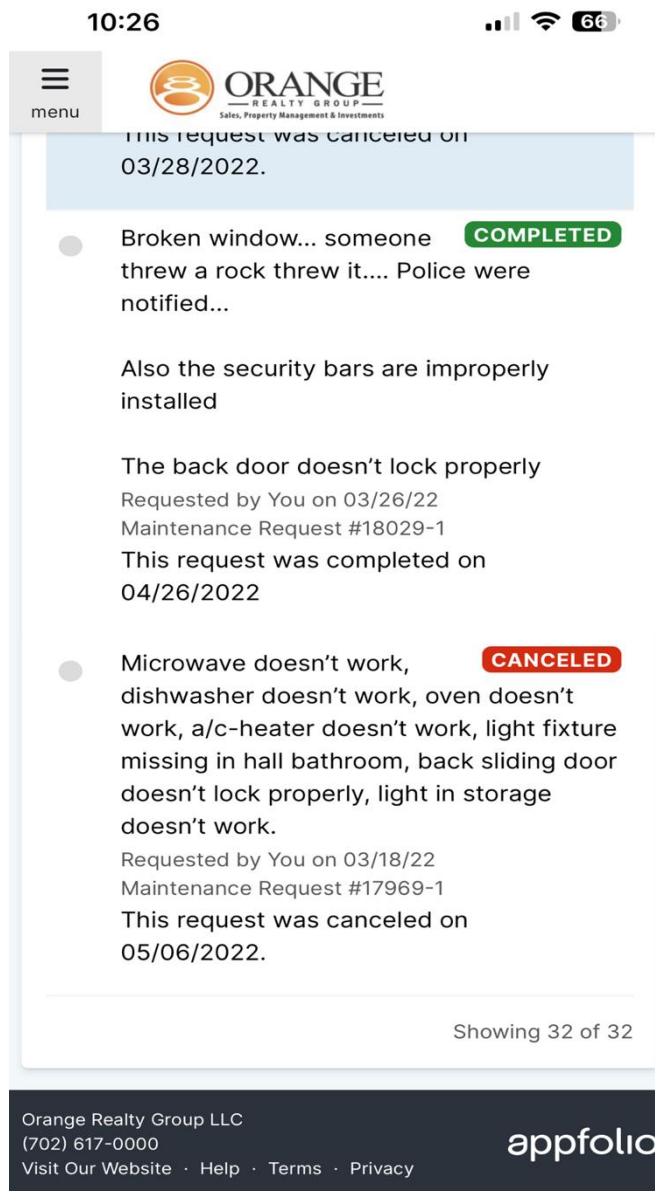



EXHIBIT E-4

Communication with Orange Realty regarding plumbing issues and sewage
8/9/2023

4:18

40

menu



ORANGE
REALTY GROUP
Sales, Property Management & Investments

Maintenance Request

#24267-1

Summary

Description

The sink in the master bedroom has sewage coming up from the drain and flooding our bathroom and closet area. This is not the first time we've had this issue. It smells really bad and has ruined a few things. It has been happening on and off since last year but has gotten worse. We have put in requests for this before. I believe that there is more than just dirt in the water because of the way it looks and smells. I am unable to attach the video of the water overflow but it runs to the shower area as well as the closet area.

Notifications

--

Status Timeline

●

Received by Property Manager
08/09/23 4:14 AM

Page 1 of 3 of the initial move in checklist

Instructions: Please mark each item for its existing condition. Provide any remarks that describe conditions requiring attention.




North Carolina Association of REALTORS®, Inc.
Page 1 of 3
 **STANDARD FORM 415**
Revised 7/2002
© 7/2009
Tenant Initials TL **Landlord Agent Initials** _____
 Coldwell Banker United REALTORS 8926 JM Keynes Dr Charlotte, NC 28262 Phone: 704-547-8490 Fax: 866-561-7011 Blank Lease
 Sam Barnett Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

EXHIBIT F-2

Move In Checklist

Page 2 of 3 of the initial move in checklist

KITCHEN	EXISTING CONDITION		Remarks if item needs attention
	Good Condition	Needs Attention	
Floors			water damages
Walls			dirty/stained/ half painted
Ceiling	X		
Electric Fixtures	X		switch and plug above sink doesn't work
Windows			
Doors/Locks			
Cabinets			
Sink			low pressure on hose/extension
APPLIANCES			
Stove		X	oven doesn't work
Refrigerator			
Dishwasher		X	door doesn't latch, won't start
Microwave		X	doesn't work
BEDROOM 1			
Floor			
Walls			nail holes
Ceiling			
Electric Fixtures			
Windows			
Doors			frame chipped, door patched
Closet			doors dirty, stained, chipped
BEDROOM 2			
Floor			
Walls			
Ceiling			
Electric Fixtures			
Windows			blinds missing parts, broken blinds
Doors			
Closet			doors dirty, chipped, stained
BEDROOM 3			
Floor			
Walls			peeled paint, nail holes
Ceiling			
Electric Fixtures			
Windows			
Doors			
Closet			

Page 2 of 3

Tenant Initials  Landlord Agent Initials _____

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EXHIBIT F-3

MOVE IN CHECKLIST

Page 2 of 3 of the initial move in checklist

BATHROOMS	EXISTING CONDITION				Remarks if item needs attention
	Good Condition		Needs Attention		
	#1	#2	#1	#2	
Floors					hall bth baseboard peeling
Walls					nail holes
Ceiling					
Electric Fixtures					hall bth has missing light fixture above toilet
Window					
Door					hall bth has burn on putter door frame
Tub/Shower					master bth shower head leaks and no stopper for tubs or sinks
Toilet					
Towel Rack					
Tissue Holder					
Cabinet					
sink					master bth sink clogged, very slow drain
OTHER					
room 4					
walls					nail holes, chipped drywall, chipped paint
door					sliding door doesn't lock properly
floor					water damages, lifting

I certify that I have conducted a walk-through inspection of the premises. I have examined each appropriate item and noted the condition. I understand that I am responsible for any and all damage resulting from my negligence or the negligence of my guests. I also understand that this inspection form shall become a part of the Residential Rental Contract (NCAR Form 410 - T).

Tenant agrees to place in Tenant's name all utilities for which he/she is responsible.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Signatures:

Tenant Marcella Fox (Seal) Date 3/18/2022

Tenant Thomas Cato (Seal) Date 3/18/2022

Landlord _____ (Seal) Date _____

Page 3 of 3

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EXHIBIT G-1

Communication with Hopelink regarding conditions of the property
9/9/2023

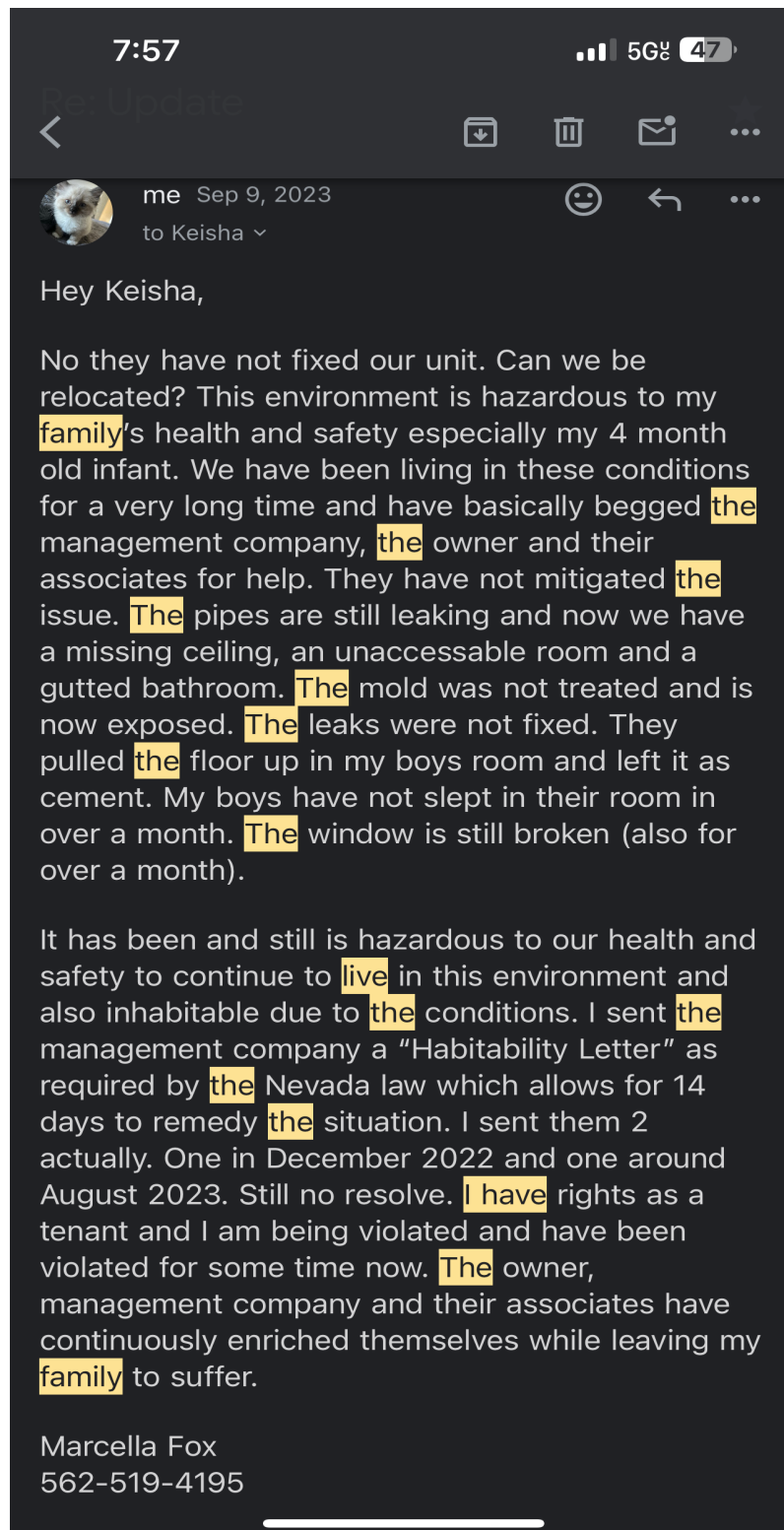


EXHIBIT G-2

Communication with HopeLink regarding violations of rights, breach of agreement and habitability issues
9/11/2023

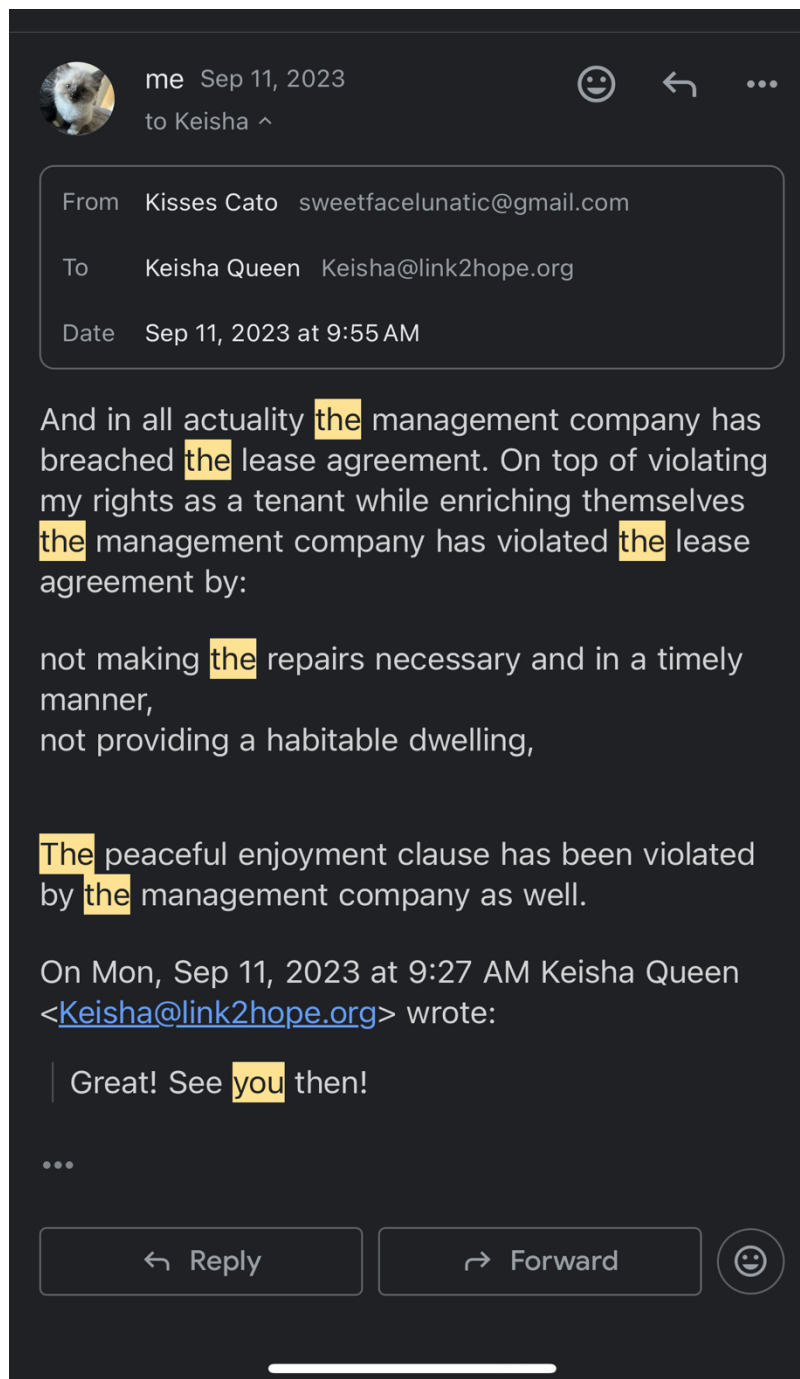


EXHIBIT G-3

Communication with HopeLink regarding conditions of the property, affects on mental health and relocation options

3/25/2022



EXHIBIT G-3 (continued)

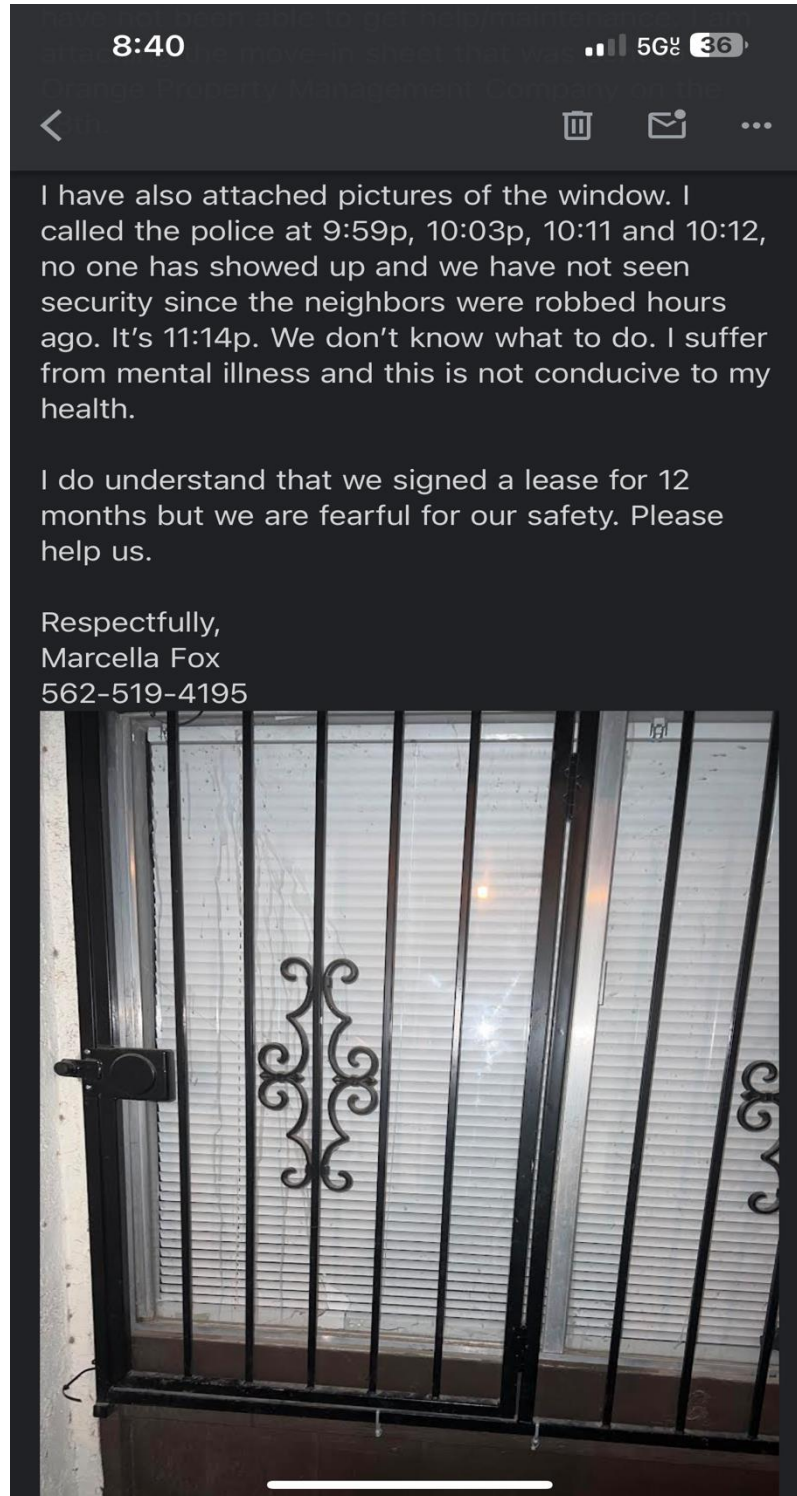


EXHIBIT H

Plaintiff's armpit after surgery

